

iTrip Rental Agreement

iTrip iTrip Marco Island / PO Box 726 / Marco Island, FL 34146

Phone: / Fax: (888) 445-6043 / marcoisland@itrip.net

Tenant: _TenantName_ **Phone:** _TenantPhone_ **Email:** _TenantEmail_
Tenant's Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement confirms your rental of 1672 Barbarosa Ct, Marco Island, FL 34145 for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

GENERAL TERMS. The terms of this agreement include the terms contained in:

1. This agreement.
2. Any online agreement or terms, confirmation, directions, instructions, house rules, and similar documents.
3. Any condominium or homeowners' association rules and applications, including required approvals.
4. Any options, optional agreements, and waivers.
5. Should any conflicts arise, the terms of this agreement shall prevail.

Payment. A down payment of 35% of the total amount due is due at the time of reservation. Reservations made within 60 days of the Rental Period require payment in full.

Balance. The balance is due 60 days prior to the Rental Period.

Damage Deposit or Limited Damage Waiver. (Select One.)

79.00 Limited Damage Waiver

RefundableSecurityDeposit Damage Deposit. . Any refunds due will be provided within 15 days of departure.

Travel Insurance. Travel insurance is recommended if you have any concerns about our refund policies. It is available if purchased at the time of reservation from Rental Guardian and you can also go to: <https://itripmarcoisland.rentalguardian.com/>

Credit Card Documentation & Authorization. Copies of both sides of the credit card used for payment and government issued photo ID are required and must match the registered Guest. Regardless, Guest authorizes vacation rental manager (herein referred to as 'VRM') to charge the card on file for any payment due pursuant to this agreement.

Chargebacks. Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided.

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Cancellations and Changes. A cancellation fee in the amount of all payments received applies to all cancellations, for non-payment, and for not occupying the property. Except the cancellation fee is only \$200 if cancelled at least 60 days prior to scheduled arrival date. Changes, when available, require approval, up to a \$250 fee, plus any rent or fee increases. Reservations will be cancelled without refund if Guest provides false information during the reservation process. There are no refunds for unused days, unmet expectations, problems with the house, unless they render the house useless, bad weather, natural disasters, or personal or other reasons. Rescheduling will be permitted, but not refunds, when required by law, due to a mandatory evacuation of the rental property or legally defined impracticality, impossibility, or frustration of purpose, provided the reservation is rescheduled before the original scheduled arrival date, payment is made for any rate increase, and the new arrival date is within 1 yr. VRM reserves the right to cancel reservations and refuse service to anyone, to the extent permitted by law.

TECHNOLOGY NOTICE. Smart home technology is used to ensure policy compliance by Guest and may include the following remotely monitored devices: **Thermostats. Door locks. Pool/Spa heater controls. Number of wi-fi users. Decibel meter.**

OCCUPANCY. Maximum occupancy applies 24/7 and is 2 guests/bedroom + 2 additional guests. (Primary, contracting) Guest must be at least 25 yrs. old or an active member of the military, and an occupant of the Property.

Additional Members of Guest's Party (Include age only, if under age 14.):

ADDITIONAL CHARGES AND FORFEITURES. Guest is not entitled to a refund, partial or otherwise, if removed or ejected from property for violation of this agreement. Guest will be charged what is agreed to be nonpunitive amounts, as listed below for the following occurrences:

- \$500 for each unauthorized animal or each 4 hours or portion thereof of late checkout.
- \$150 for each invitee or licensee who is unauthorized or in excess of the occupancy limit, failure to return keys/passes/fobs/passes/garage remote, failure to keep pool gates & doors secured; violating terms concerning pool equipment including pool alarm (which is a crime), air conditioning, smoke detectors, outdoor furniture, cleaning including dishes & trash, extra cleaning due to illness of an occupant, non-emergency use of fire extinguishers, and similar acts & omissions.
- The invoiced amount plus \$100 for odor removal due to smoke or otherwise, fines/citations, replacement of missing/moved items, damages not covered by the Limited Damage Waiver, stains, bed bug treatment, technical support, long distance phone calls, and pay-per-view purchases.

GRIEVANCE POLICY. Please contact us immediately with any complaints or concerns. We will do all we can, within policy & reason, to accommodate you. That's our guarantee! Guests have a duty to report any complaint immediately and allow a reasonable time to cure. Claims are otherwise waived.

POOL POLICIES. Pool Heat: Pools may not heat as desired & may take up to 48 hrs. to reach maximum temperature. There are no refunds for dissatisfaction with pool heat. Pool Safety. Running & diving are prohibited. Children, of any age, are not allowed in the pool area without adult supervision. Any safety netting & pool alarms must be used at all times and doors must be kept closed & locked. Any safety concerns, including if any equipment, pool alarms, safety netting or locks, are not working properly must be reported immediately to VRM.

Between November 20 and April 30, the pool heater will be set to 85 degrees as part of the nightly rental rate. Please note that the ambient temperature, weather and type of pool heater may preclude the pool from ever reaching that temperature. Also, the pool heater only runs when the pool pump is on (typically 8-10 hours/day) and will vary based on the pool and the time of year. If a guest wants the pool heater to run longer and/or higher, there will be an minimum fee of \$165/week.

During the off-season (May 1 to November 19), pool heat is not included in the nightly rate. If the guest wants the pool heated, the guest will submit a request via email stating they agree to have their credit card charged \$165/week to have the pool heater turned on to 85 degrees for 8-10 hours/day.

Note: Swimming in the canal is at your own risk. In addition to fish, manatees and dolphin, there are sharks, stingrays, jellyfish and occasionally alligators seen swimming in the canals.

NOISE ORDINANCE. Marco Island has a 24 hour noise ordinance that makes it "unlawful for any person to make, continue, or cause to be made or continued any noise..within the limits of the City." Guests must keep conversations, music, etc. at a level which does not disturb the peace and tranquility of the adjoining neighbors. Failure to do so may result in a penalty up to \$500. Guest agrees that if they fail to comply with the ordinance and/or are cited by the City of Marco Island for a noise-related violations, the guest is financially liable for any assessed fines and/or will be required to vacate the premises and forfeit all rental fees.

The Property is a residential area. Compliance with the local code is required. The sound when measured at the receiving property (neighbors' home) **may not exceed 68 dBA between 7:00am - 9:00pm or 60 dBA between 9:00pm - 7:00 am** (equivalent to a conversation). **Between 10:00pm - 7:00am**, the sound may not be plainly audible from fifty (50) feet from the property line or within a fully enclosed structure of a residence.

The property's quiet hours are in place to ensure that you and our whole community can enjoy a restful night's sleep. We are dedicated to protecting our guests and neighbors from bothersome levels of noise. In an effort to do so, this property may be equipped with noise monitoring technology which is 100% privacy compliant and helps protect you from aggravating noise from nearby renters or neighbors, as well as proactively prevents noise complaints. If you have any questions please ask. We are committed to your comfort so please let us know if we can do anything during your stay to make it more enjoyable.

ANIMALS. Pet Policy. Pets are strictly prohibited. **Emotional Support Animals (ESA's).** ESA's require a written request at the time of reservation which includes official documentation of a diagnosed disability, unless readily apparent. **Service Animals.** Service Animals, as defined by §413.08, Fla. Stat. (2022) & including animals in training, require a written request at the time of reservation. No documentation is required but a person who knowingly and willfully misrepresents herself or himself as being qualified to use an emotional support or service animal commits a misdemeanor of the second degree, punishable as provided in 775.082-083, Fla Stat. (2022). **Removal.** VRM reserves the right to remove any animal for inappropriate behavior.

HEALTH AND SAFETY CONCERNS. Lead & Radon. There is no known lead or radon hazards. **Wildlife.** Florida wildlife can be dangerous. Be cautious. **Bed Bugs.** The Property has been inspected to prove no bed bugs are present No bed bugs were reported by the previous Guest. Therefore, the presence of any bed bugs is presumed to have been caused by Guest, absent clear & convincing proof otherwise. If found, Guest must vacate the property immediately without refund and pay for treatment to remove the bed bugs. **Allergens and Aggravants.** Houses are cleaned according to professional standards. Guest assumes responsibility to remediate any symptoms resulting from allergies or aggravants. **Smoking and Vaping.** Smoking & vaping are prohibited on Property, including outside.

NOTICE. Notice to VRM is proper only if emailed to markm@itrip.net and to Guest's email address of record.

PROPERTY ACCESS AND USE. Supplies. The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper products is provided: at least 1 full roll of toilet paper for every bathroom and 1 full roll of paper towels in kitchen. Extra items needed are the responsibility of the Guest. Limited cleaning supplies may be provided including dishwasher pods/detergent, laundry pods, a clean sponge, hand soap at each sink, bar soap in each shower. We recommend that you bring any special items that you may need. Guest is responsible for all else. **Access by VRM.** VRM may enter the Property as reasonably necessary to inspect, service, and for real estate purposes. Reasonable notice will be provided, unless the matter is urgent. **Parking.** RV's, trailers, campers, boats, buses, & all non-passenger vehicles are prohibited. **Commercial Use.** Commercial use of the Property is prohibited. **Air Conditioning.** Setting air conditioning below 72° or heat above 78°, changing fan from *Auto*, or leaving doors, windows, or blinds open while AC or heat is running is prohibited. **Safe Use.** Guest must comply with all laws and rules. Fireworks, gas grills, and candles are prohibited. Guest must report chirping alarms to VRM immediately. Furniture cannot be moved. Alarms & smoke detectors cannot be tampered with. **Social Functions on the Property.** Parties, groups, gatherings, events, or other social functions are prohibited and violation will result in removal of all persons by law enforcement and cancellation without refund. **On-Site Services.** Any on-site services require written consent by VRM. **Maintenance.** Pre-arrival inspections ensure cleanliness and good repair of

the Property. Guest must provide notice of any problems immediately upon the time a reasonable person would have discovered the problem, or Guest waives any related claims. Responses shall be made as VRM reasonably deems appropriate. Absent gross negligence by VRM, faulty equipment, appliances, cable, internet & phone services; temporarily interrupted utility service; bugs; noise, construction, a warm refrigerator, wear & tear of the Property, a cold pool, or; inclement weather, a need for spot cleaning, and other similar circumstances do not constitute breach of contract. Service charges resulting from a false or unnecessary report by Guest, as reasonably determined by the service provider, shall be charged to Guest. **Garbage.** Guest must separate trash and recyclables and take the curb the night before each assigned pickup day.

RULES & REGULATIONS

1. Guest agrees to leave the premises and its contents in the same condition, neat and tidy, as Guest found the premises to be upon move-in, normal wear and tear expected.
2. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
3. Do not leave more than **2** loads of laundry for the cleaners. Given the short time the cleaners have to prepare the home for the next guests, you will be charged \$25 for each extra load.
4. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
5. Close all blinds in all rooms.
6. The maximum number of occupants shall not exceed 10 people, not including a child in a crib.
7. Furnishings are not to be removed from the premises for use outside or in other properties.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. Guest and any guest of Guest shall obey all laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida or the above rules may cause Guest to be asked to vacate the premises and forfeit all rents and security/damage deposits.
10. Guest will not have their mail sent to the unit.

PARTY RESPONSIBILITY. Risk of Loss. Each party shall be responsible for loss, damage, or injury caused by his/her/its own negligence or willful conduct, & concerning Guest, caused by Guest's licensees & invitees. **Insurance.** Each party must carry appropriate insurance. **Lost or Stolen Property.** VRM is not responsible for lost or stolen property. Property left on Property is deemed abandoned if good faith attempts to return it for a reasonable fee fail. **Default Status of Persons.** Guest agrees all persons on Property have transient status pursuant to § 82.045 Fla. Stat. (2017). **Grounds for Removal.** Guest agrees VRM has the right to remove any persons in violation of § 509.141 Fla. Stat. (2017), and agrees to vacate, agrees VRM has the right to remove Guest & Guest's party for breach of this agreement, and Guest will receive no refund and waives any statutory or other right to a refund. **Remedies.** The maximum remedy for failure to provide reserved accommodations is a prorated refund. There are no free upgrades due to unavailable accommodations. **As Is Condition.** The house is rented as is. VRM warrants property quality only in that it satisfies legal & express contractual requirements, notwithstanding any pictures and representations otherwise which were provided in good faith. Guest waives his/her/its right to claim the property was not as described. **Opt In.** By making a reservation, guest agrees to receive messages related to their booking, i.e. early check in confirmation, maintenance information, reporting issues, etc. from iTrip Marco Island to the provided mobile number. Message & data rates may apply. Reply STOP to cancel.

LEGAL TERMS. Entirety. This is the entire agreement, unless provided otherwise herein, superseding all related previous negotiations, agreements, and UCC implied terms. **Headings.** Headings are solely for convenience. **Interpretation.** This agreement shall not be construed in favor of the non-drafting party. **Modification.** Only has authority to modify this Agreement, and can do so only in writing, except this agreement automatically modifies to comply with any laws. **Assignment.** Any attempted assignment, delegation, or sublease of this Agreement by Guest is invalid. **Severability.** If any provision of this Agreement is invalid or unenforceable, it shall, to the extent reasonable, be construed or applied in such a manner as will permit enforcement; otherwise, this Agreement shall be construed as if that provision had never existed. **Warranties.** No warranties exist unless expressly stated herein. **Discretion.** VRM has sole discretion concerning determination of breach or remedy, subject to good faith and adherence to usual and customary practices in the vacation home market. **Reliance.** Guest acknowledges that he/she/it has not relied upon any current or prior representations or understandings and waives any related rights or claims. **Performance.** VRM is excused from performance when made impracticable by the occurrence of a contingency, the non-occurrence of which was a basic

assumption on which the contract was made. **Waiver.** No breach of this Agreement will be waived without the express written consent of the party not in breach. **Indemnification, Etc.** Guest shall defend, hold harmless, and indemnify VRM, its affiliates, and its respective officers, directors, agents, and employees from any and all 3rd party claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to Guest's rental under this Agreement, including for pre-litigation and non-litigation legal fees, and including for claims by Guest's invitees and licensees. **Remedies.** The maximum remedy for breach or other actions connected to this contract, unless expressly provided otherwise herein, is actual direct financial losses, and as governed in this agreement, reasonable attorney's fees & costs, which is agreed to be an adequate remedy. Regardless of the failure of the exclusive remedy, VRM will not be liable for consequential or incidental damages. **Liquidated Damages.** The parties agree liquidated damages herein constitute non-punitive & difficult to forecast damages. **Chargebacks.** Guest waives any right to dispute a credit or debit charge, request or demand a chargeback, or dispute that a detailed item description was provided, contact information was clearly and prominently displayed, and grievance policy instructions were provided. **Arbitration.** The parties agree to settle any disputes over \$15,000 by binding arbitration. AAA rules apply unless in conflict with terms herein **Forum.** The 0th Jud. Cir. of FL shall be the exclusive forum for any claims related to this agreement. **Choice of Law.** Claims shall be governed by the laws of FL to the exclusion of all other laws, conflict of law principles, and legal theories. **Jury and Class Action.** The parties waive their rights to jury trials and class action suits. **Attorney's Fees.** VRM shall be entitled to reasonable attorneys' fees & costs from Guest for defending chargeback demands, negative public, social media, BBB claims, administrative, or other complaints and arbitration, litigation arising out of this agreement or otherwise. **3rd Party Beneficiaries.** No party has 3rd party beneficiary rights under this agreement. Any benefits received are incidental. **Data Usage.** Guest consents to use by VRM of its data, subject to the law. **Confidentiality.** Guest agrees to not communicate with code or law enforcement regarding their accommodations. **Counterparts.** This Agreement may be signed in counterparts.

LIMITED DAMAGE WAIVER. This program is part of this agreement. If opted, Guest will not be obligated to pay for damage to covered real or personal property of the Owner of the rental unit. VRM waives the right to charge Guest for covered damage to Property due to covered inadvertent acts. All claims must be reported immediately to markm@itrip.net Inadvertent acts exclude omissions during the reservation period. The maximum benefit is twenty-five (25) times the amount of the waiver and is subject to a \$50 deductible. Damage or theft resulting from the following are not covered: Acts of God • Intentional Acts • Gross negligence or willful and wanton conduct • Any cause, absent notice immediately upon discovery • Theft without a valid police report • Damage caused by any animal, motor vehicle, watercraft, BBQ grills, candles, cigarettes, vape pens, other smoking devices, damaged or missing linens & towels, stains & spills, or any cause in breach of this agreement. All claims of theft or damage will be administered by the staff, which has sole authority to reasonably determine the nature & extent of damages, necessary repairs, and eligibility for the waiver of liability described herein. This is not a form of insurance and there exists no 3rd party beneficiaries. Coverage is limited, as described herein. Guest is liable for any costs of damages not covered.

The Guest consents to a background check and agrees that satisfactory results are material provision of this agreement and Guest agrees to have informed consent of all members of Guest's party to be bound by the terms of this agreement.

For Emergencies, Dial 911.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.

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